

EXHIBIT 1

WARRANTY: ULTRAFLEX warrants that the products it sells will be free of non-latent, obvious and facially observable manufacturing defects for a period of one year from date of shipment. That is, if the packaging is removed and the material has, for example, incomplete finish over scrim, foreign objects, discoloration or wrinkling, ULTRAFLEX will replace the material at no charge to Purchaser so long as the defect is reported and returned to Ultraflex within one year (i.e. 365 calendar days) from date of Ultraflex's invoice (hereafter the "Non-Latent Warranty Period") and a Returned Goods Authorization ("RGA") is opened within such period, as described below. ULTRAFLEX will absorb such shipment costs. ULTRAFLEX further warrants that as to latent defects not readily observable or obvious, such as defects in the chemical composition or other make-up of the material that would require testing to ascertain its usability or fitness, ULTRAFLEX will replace such material at no charge to Purchaser so long as the defect is reported and a sample returned to Ultraflex within six months (i.e. 182 days) from date of Ultraflex's invoice (hereafter the "Latent Warranty Period") and an RGA is opened within such period. ULTRAFLEX will again absorb such shipment costs. The foregoing warranties apply so long as the material is stored, maintained, and/or used by Purchaser or any customer of Purchaser in the manner required by all product specifications and instructions. Ultraflex accepts no responsibility for product failures or defects due to printer operator error or incorrect installation. Failure to adhere to such requirements or instructions shall negate these warranties. ULTRAFLEX will review all claims made in good faith promptly upon receiving notice of such claim and supported by all relevant evidence, including sample material, and if ULTRAFLEX determines that the warranty given to Purchaser applies, it shall replace the material or credit Purchaser's account, at Purchaser's option. All ULTRAFLEX products are sold with the understanding that Purchaser has independently determined the suitability of such products for its purpose and that Purchaser is familiar with all product specifications and requirements, including proper usage and storage recommendations.

EXCLUSION OR WARRANTIES: ULTRAFLEX makes no warranty other than that set forth above, which are given in lieu of all other warranties, express or implied, in fact or by law or arising by reason of custom or usage in the trade or by course of dealing, including, without limiting the generality of the foregoing, any warranty of merchantability or fitness for a particular purpose or use. **LIMITATIONS OF REMEDIES:** The purchaser's exclusive remedy for any breach of contract or warranty, including for a breach of warranty as stated herein, is hereby limited, at purchaser's option, to either the return of the product and account credit for the purchase price, or the return of the product and replacement of the damaged, defective or otherwise non-conforming product. Either remedy may be invoked only so long as the time frame set forth above is strictly adhered to. This shall be the purchaser's sole and exclusive remedy. **EXCLUSION OF DAMAGES:** The purchaser agrees that in the event of any dispute with Ultraflex, purchaser shall not make any claim, demand or recover any consequential damages (including but not limited to lost profits) for any commercial loss of any kind whatsoever in any claim against Ultraflex, whether sounding in contract or tort.

PAYMENT: If this order is on credit, and the customer is a corporation, partnership, limited liability company, limited liability partnership, or other entity other than a proprietorship, then the person authorizing this order, whether committing individually or in a representative capacity for the customer business entity or any individual customer, agrees to personally and unconditionally guaranty full payment to ULTRAFLEX SYSTEMS, INC., for all goods purchased on credit or otherwise, fees incurred in connection with the collection thereof. Purchaser agrees that in the event of any litigation to collect any amount due ULTRAFLEX, ULTRAFLEX'S costs, disbursements, and fees incurred to collect such sums, including reasonable attorneys' fees, shall be paid by Purchaser.

RETURNS: Non-Latent Defects. Any claims made based on Non-Latent Defects must be made within the Non-Latent Warranty Period and will be subject to individual review by Ultraflex, employing our standard online RGA process. Any questions regarding this process may be made to Ultraflex at any time within the applicable warranty period. As part of the RGA process regarding any non-latent defects, the Purchaser must ship a sample of the defective product to Ultraflex, utilizing Purchaser's carrier, after an RGA has been opened and within the Non-Latent Warranty Period. Other than the sample piece, the material in question must not have been cut, sheeted, or altered in any way from original condition. After review of the sample, should Ultraflex require that product be returned rather than destroyed, Ultraflex will bear all costs for such shipments. Upon receipt of such returned products, or Ultraflex's waiver of the return thereof, which decision shall be made in Ultraflex's sole discretion, Ultraflex shall replace the material or credit Purchaser's account, at Purchaser's option, as stated above. No review of such claim concerning any non-latent defect will be performed by Ultraflex after the Non-Latent Warranty Period.

Latent Defects. Any claim based on Latent Defects must be made within the Latent Warranty Period and will be subject to individual review by Ultraflex, employing our standard online RGA process. Any questions regarding this process may be made to Ultraflex at any time within the applicable warranty period. As part of the RGA process regarding any latent defects, the Purchaser must ship a sample of the defective product to Ultraflex, utilizing Purchaser's carrier, after an RGA has been opened, and within the Latent Warranty Period. Other than the sample piece, the material in question must not have been cut, sheeted, or altered in any way from original condition. After review of the sample, should Ultraflex require that product be returned rather than destroyed, Ultraflex will bear all costs for such shipments. Upon receipt of such returned products, or Ultraflex's waiver of the return thereof, which decision shall be made in Ultraflex's sole discretion, Ultraflex shall replace the material or credit Purchaser's account, at Purchaser's option, as stated above. No review of such claim concerning any latent defect will be performed by Ultraflex after the Latent Warranty Period.

MISCELLANEOUS: This agreement is effective upon shipment of the Product by Ultraflex. This agreement is governed by New Jersey law and Purchaser agrees that in the event of any dispute arising under or relating to this purchase and sale agreement that Purchaser shall submit to the exclusive personal jurisdiction of the state and federal courts situated in the State of New Jersey.

Customer orders received, to be delivered at a future date, are non-cancellable. Government increases in Tariffs or duties are beyond management's control and are not considered a Force Majeure. Customer agrees that USI may adjust the sales price, reflected on this order, as a result of these increases.